

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost Contract		Page 1 Of 21	
2. Amendment/Modification No. 11		3. Effective Date 2004SEP01		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-AHEB LEON WILSON (586)574-7192 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WILSONL@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD A PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. DAAE07-01-G-N001/0010 10B. Dated (See Item 13) 2003DEC04	
Code 7W356		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: A							
<input checked="" type="checkbox"/> A. This Change Order is Issued Pursuant To: FAR 52.243-1 The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN REGENHARDT REGENHAJ@TACOM.ARMY.MIL (586)574-6973			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004SEP01	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of the modification is to issue a change order in accordance with FAR 52.243-1 against this existing letter contract to have the contractor provide and operate a kitting and shipping system and ANAD.
2. Section C.13.8 has been added to this letter contract to authorize the contractor to proceed with this new scope of work. Pages C7 through C10 have been deleted and replaced by the attached identically numbered pages.
3. Special Provision H.15, "Not-To-Exceed Definitization Amount", has been revised to show an increase of \$950,000, the ceiling price for the added scope at C.13.8. Page H8 has been deleted and replaced by the attached identically numbered page.
4. The contractor shall submit a definitization proposal within 30 day from the effective date of this modification. The parties agree to defintize this effort in accordance with the definitization schedule established at Mod 04.
5. The funded amount and the letter contract value are changed as follows:

Current Funded Amount:	\$121,756,000
Amount Added:	\$ -0-
Funded Amount:	\$121,756,000

Contract Value:	\$213,272,965
Value Added:	\$ 950,000
New Contract Value:	\$214,222,965

6. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A 011 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 General

C.1.1. The M1A2 Production Program is designed to upgrade M1A2 Tanks, Abrams 16th, 17th and 18th Year, to attain the upgraded operational characteristics of a M1A2 SEP Abrams Upgrade Tank with Continuous Electronic Enhancement Program (CEEP) Line Replaceable Units. To achieve that end, selected enhancements/ECPs will be incorporated into M1A2 tanks inducted into the program. With the exception of the new CEEP components and the Block I 2nd Generation FLIR, tanks delivered under this contract will be similar, but not identical, to new production M1A2 SEP tanks produced under contract DAAE07-01-G-N001/0003. As a secondary objective, inducted tanks will be restored as nearly as possible to original or new condition in appearance, performance and life expectancy, accomplished through disassembly, inspection of all components and repair/replacement of worn or unserviceable items using original manufacturing tolerances and specifications as further defined in this scope of work. To rebuild the tank to "like new" condition will increase readiness and reduce Operations & Support (O&S) cost.

C.1.2. The program will utilize the expertise of both the Army depot system and the Contractor. The Contractor, as an independent contractor and not as an agent of the Government, will overhaul suspension components, assemble chassis and turret, perform vehicle and system testing, refurbish and upgrade certain common components, integrate SEP unique Line Replaceable Units (LRU), and paint, prep at Lima Army Tank Plant (LATP) and load vehicles on Government furnished rail cars. The contractor, teaming with ANAD, shall upgrade 16th, 17th and 18th year M1A2 AUT's to meet essential operational characteristics of M1A2 SEP/CEEP tanks.

C.1.3 The contractor shall also provide deprocessing and total-package-fielding (TPF) services and material for each squadron of the 3rd ACR.

C.2. SYSTEMS RESPONSIBILITY AND CONFORMANCE WITH SPECIFICATIONS

C.2.1. Under this contract, the contractor has total systems responsibility to assure that the integrated M1A2 SEP/CEEP system meets the system specification (C.2.2), prime item fabrication specification (C.2.4), LRU product fabrication specifications (C.2.5), transmission requirements (C.2.6), and Interface Requirements (C.2.7) as described below. The contractor shall upgrade the M1A2 AUTs provided by the Government to the M1A2 SEP with the CEEP LRU/Block I 2nd Gen FLIR TDP baseline defined at Section C.3.1. The Government's means of evaluating vehicle performance will be through First Article Tests, the Final Inspection Record (FIR), vehicle control tests, and the Follow-on Vehicle Verification Testing (described in Section E).

C.2.1.1 This program will produce a vehicle as nearly as possible to original or new condition in appearance, performance, and life expectancy through complete disassemble, inspection of all components, and repair/replacement of worn or unserviceable items using manufacturing tolerance and specifications. The contractor shall accomplish the upgrade required by C.2.1 by utilizing a combination of new components, refurbished components, and GFM.

C.2.1.2 The contractor responsibility for compliance of the M1A2 SEP/CEEP system with the contract specifications does not include the following:

- (a) Government Furnished Material (GFM, those items on Attachment 001)
- (b) components provided by Anniston Army Depot (ANAD)(except for any contractor-furnished material contained within those components);
- (c) use-as-is items, which are referred to as reclaimed-in-assembly items in the GDLS/ANAD workshare agreements;
- (d) pre-existing system specification non-conformances that are identified in Attachment 010 and Attachment 011; and
- (e) all previous Contracting Officer approved waivers or deviations are incorporated by reference.

This does not relieve the contractor of his obligation under total systems responsibility, as defined by Section C, to work with the applicable Government organization(s) to proactively assess and recommend solutions to eliminate potential GFM issues, and/or recommend corrective action plans for problems discovered during FIR-acceptance, vehicle-control, and follow-on Vehicle Verification Testing.

If the Government determines that the failure to meet any of the specifications was a result of any of C.2.1.2 (a) (e) above, the Government shall be responsible for the corrective action. Any Government determination of responsibility for corrective action is subject to the Disputes clause of the contract.

C.2.2 System Specification Compliance and Performance Responsibility

C.2.2.1 The contractor shall meet all performance requirements of the M1A2 SEP System Specification SA-SA0001C, dated 31 July 1998 with the exception of C.2.1.2. (a) through (e) above and C.2.2.2 below.

C.2.2.2 The parties recognize that there are three non-recurring design projects, CEEP, the integration of the Block I Improvement to the 2Gen FLIR, and the replacement of the IFCEU DPC and APC cards that are underway concurrently under Systems Technical Support (STS)

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Contract DAAE07-01-C-N075.

The Government will continue to fund the design and test of CEEP, the integration of the Block I Improvement to the 2nd Gen FLIR, and the IFCEU (DPC and APC cards) under the STS contract. Upon successful completion of appropriate tests as defined in H.5.1.13, the contractor is completely responsible under this contract for the CEEP, Block I integration, and IFCEU DPC and APC integration meeting this system specification with the exception of C.2.1.2 (a) through (e).

C.2.2.2.1 Integration of Block I Improvement to 2nd Gen FLIR.

a. The contractor is not responsible under this production delivery order for the integration of the Block I improvement meeting the following requirements of the system specification until full compliance has been demonstrated in system testing of the integration design under STS Contract DAAE07-01-C-N075:

- System Specification Paragraph 3.1.6.2.10 Second Generation FLIR
- System Specification Paragraph 3.1.6.2.10.1 (Reserved)
- System Specification Paragraph 3.1.6.2.10.2 TIS
- System Specification Paragraph 3.1.6.3.3 CITV/TIS Provisions
- System Specification Paragraph 3.1.6.3.3.1 Mechanical Interface
- System Specification Paragraph 3.1.6.3.3.2 Processing Resources
- System Specification Paragraph 3.1.6.3.3.3 Displays

b. If the testing of the integration does not demonstrate full compliance and the Government elects not to fund the correction of the design, the contractor is responsible under this production delivery order for providing and maintaining the same level of compliance with the above requirements demonstrated in test.

c. The Government will fund the STS contract, provide GFM, and conduct the system test.

d. After successful completion of the above testing, the only Block I-integration costs the Government will fund under the STS contract are those to complete the logistics documentation of the baseline design.

C.2.2.2.2 CEEP.

a. The contractor is responsible under this contract for the new CEEP components meeting the requirements of the system specification as described below.

b. The Government shall be responsible under STS Contract DAAE07-01-C-N075 for the non-recurring design and testing necessary for the six new CEEP LRUs to meet the requirements of the system specification.

c. GDLS shall be responsible under this production delivery order for the production hardware costs of the six CEEP components - including any hardware rework or replacement - required to meet the requirements of the system specification.

d. If the testing of the requirements is not successful and the Government elects not to fund the correction of the design, the contractor is responsible under this production delivery order for providing and maintaining the same level of compliance with the requirements of the system specification demonstrated in test.

e. The Government will fund the STS contract (including component-level qualification test) and conduct the system-level test of the CEEP components.

C.2.3 Follow-on Vehicle Verification Testing.

C.2.3.1 Follow-on Vehicle Verification Testing shall be performed by the Government in accordance with E.11

C.2.3.2 The contractor shall refurbish all selected test vehicles prior to deprocessing and final inspection at the fielding site. If any GFM items identified on Attachment 001 are required for the refurbishment, the Government shall provide them. The selected refurbished test vehicles shall meet Part II of the SPAID as required in Section E.

C.2.4 Prime Item Fabrication Specification

The M1A2 tanks upgraded to the M1A2 SEP/ with the CEEP LRU tank configuration shall comply with the Prime Item Product Fabrication Specification for the Tank, Combat, Full-TrackeD, 120MM Gun, SC-SA10010, Rev. F, dated 23 April 2002, and Contracting Officer approved changes, waivers, and deviations.

C.2.5 LRU Product Fabrication Specification

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LRUs supplied by the contractor, either new, SEP refurbished or upgraded to the M1A2 SEP with the CEEP LRU configuration, shall comply with the LRU Product Fabrication Specifications listed in Attachment 003 as demonstrated by Government and Contractor testing completed as of the date of execution of this contract, or as may be amended by completion of additional testing and documentation by future test report(s) and endorsed by a Contracting Officer approved Change to this contract. Until a LRU Product Fabrication Specification performance level is demonstrated, the Contractor may approve changes to the LRU Product Fabrication Specification by Request for Waiver/Request for Deviation (RFW/RFD). Upon demonstration that the LRU meets its Product Fabrication Specification or determination of the level of conformance to the Product Fabrication Specification, the Contractor must have approval of the Procuring Contracting Officer to lower the demonstrated performance of the LRU.

C.2.6 FORMER GFM CONVERTED TO CFM

C.2.6.1 The contractor shall provide as CFM the items listed below. These components provided by the contractor shall maintain the same level of performance provided by the Governments version of these components when they were provided to the contractor under DAAE07-01-G-N001/0009 as GFM. If refurbished, the contractor shall refurbish the item to the same standard as the GFM item under DAAE07-01-G-N001/0009.

TRANSMISSION
GAS
GTR
ELRF

C.2.6.2 All transmissions provided to the contract shall have a serial number ending with a suffix U signifying a previous upgraded transmission.

C.2.6.3 The Contractor shall eliminate tin from stripped conductor (wire) ends that are crimped in the assembly process on the Control Harness Assembly PN 12288096 and the Brake Harness Assembly PN 12321951.

C.2.7 Interface Requirements

C.2.7.1 The M1A2s upgraded to the M1A2 SEP with the CEEP LRU configuration shall comply with the Government Furnished Selective Availability Anti-Spoofing Module (SAASM) to the extent demonstrated regarding the required Form, Fit and interface requirements.

C.2.7.2 The M1A2s upgraded to the M1A2 SEP with the CEEP LRU configuration shall comply with the Interface Control Document for the FBCB2 Platform ICD (v3.5) JVIF01011, Rev E-1, dtd 29 April 2002 to the extent demonstrated and documented in Government and Contractor testing.

C.2.7.3 The M1A2s upgraded to the M1A2 SEP with the CEEP LRU configuration shall comply with the Form and Fit requirements necessary to enable Abrams System functionality with the Single Channel Ground Airborne Radio System (SINGARS) RT-1523E(C), and the Enhanced Position Location Reporting System/Very High Speed Integrated Circuit (EPLARS/VHSIC) to the extent demonstrated and documented in Government and Contractor testing.

C.2.7.4 The M1A2s upgraded to the M1A2 SEP with the CEEP LRU configuration shall comply with the following Interface Control Documents (ICD) for the Block I Improvement to the 2nd Generation FLIR:

- a. CITV ICD, #12987750, Date 6 Apr 2004
- b. TIS ICD, #12987745 Date 6 Apr 2004
- c. B-Kit ICD, #A3298946, Date 5 Apr 2004

C.2.8 Software Corrections.

a. The Government will fund under STS Contract 01-C-N075 the non-recurring design and test of SW Versions 3.6.0 and 4.0.1. Upon successful completion of this testing, the contractor shall be responsible for the contract specifications except for pre-existing STRs (see Attachment 011). If the software does not demonstrate full compliance and the Government elects not to fund the correction, the contractor is responsible under this production delivery order for providing and maintaining the same level of compliance demonstrated in test.

b. For contractor SW changes and corrections, the contractor shall perform all necessary testing of the software change/correction and shall document his changes/corrections by providing under this contract all of the software documentation required by STS contract DAAE07-01-C-N075 for software changes. Furthermore, contractor software changes and corrections require a safety release of the new software by TECOM prior to fielding the tank to user units, and the contractor is responsible for paying for the testing including all TECOM costs. If the Government is concurrently performing system testing of and documenting its own software changes, the contractor may piggyback the system testing and documentation of his changes and corrections on those of the Governments (i.e. the contractor does not have to pay these nonrecurring costs in this case) provided that this will not delay or interfere with the Governments schedule.

C.2.9 Contractor Changes: Technical Data. The contractor shall document all contractor corrections and changes to the baseline hardware and software by developing and delivering to the Government the data and documentation required by C.22.

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C.3 Engineering Release Record

C.3.1. The inducted vehicles are the M1A2 Abrams 16th, 17th and 18th year vehicles. The M1A2 SEP technical baseline is that described in Exhibit B (GDLU6330, dated: 14 April 2004), and modified by the Engineering Change Proposals and Contractor approved Change Requests. The technical baseline also includes the changes necessary to integrate the Government-provided Block I 2nd Generation FLIR and the AEGR SAASM.

C.3.2 The software technical baseline is Version 3.6.0

C.4 Reserved

C.5. CONFIGURATION CONTROL

C.5.1. The Government shall be notified electronically of all proposed Contractor changes, which includes waivers and deviations. Any changes reducing demonstrated performance of the LRU Product Fabrication Specifications listed in Attachment 003 or impacting system supportability, field test equipment or logistics support products may be disapproved by the Procuring Contracting Officer within 10 working days after electronic notification of the proposed Change. The Contractor is to FLAG these ECP/CR/RFW/RFD's requiring Procuring Contracting Officer approval with a distinct COVER PAGE/electronic NOTICE in accordance with data item A002 DD Form 1423.

C.5.2. Contractor RFD/RFWs to Government configuration controlled items listed in Clause C.2.2 of BOA DAAE07-01-G-N001 require TACOM Contracting Officer (PCO) approval unless specifically delegated. These RFD/RFW's shall be submitted to the PCO in accordance with CDRL A002 of this Delivery Order. The Contractor is to FLAG these ECP/CR/RFW/RFD's requiring Procuring Contracting Officer approval with a distinct COVER PAGE/electronic NOTICE.

C.5.3 Any changes developed under this contract by the contractor as corrections (C.2.8 and C.2.9) or in accordance with delegated responsibility for configuration management in paragraph C.5.1 that are identified as contractor Change Requests shall be completed under this contract. This includes the preparation and delivery of all engineering, software, quality-assurance, packaging, and logistics data for contractor corrections and contractor changes (Change Requests) required by C.22.

C.5.4 Incorporation of Government ECPs into vehicles at other than job #1 shall be recorded and reported to the Government in accordance with data item A003 DD Form 1423, Exhibit A of the Contract entitled ENGINEERING ACCOUNTING and ENGINEERING RECORDS (ECAR).

C.5.5 When a waiver or deviation is issued and authorized for a new part number being utilized in the reclamation process, the new part number-authorizing document is valid coverage for usage in the reclaimed component. No other document need be generated.

C.5.6 When a M1A2 SEP production waiver or deviation is authorized for a production LRU base part, for purposes of this contract, the corresponding reclaimed manufacturing designated part number (base + S-18 suffix) shall be authorized. No other document need be generated.

C.6. VEHICLE PAINT COLOR

C.6.1. The vehicle shall be painted TAN 686A Color Chip No. 33446 of Fed-STD-595.

C.7. FUEL AND LUBRICANTS

C.7.1. Fuels and lubricants used for vehicle break-in and acceptance tests shall be as set forth below.

C.7.2. Fuel, JP-8, MIL-DTL-83133, NATO Code No. /Grade F-34 (JP-8) or equivalent. The contractor is authorized to add a leak detector to the fuel provided the leak detector is of a non-staining type.

C.7.3. Oil.

- a. Transmission/Final Drive Oil MIL-PRF-21260
- b. Engine Oil/Lubrication High Temperature Stability (HTS) MIL-PRF- 23699 Class HTS
- c. Shock Absorber Oil MIL-PRF-23699 Class HTS or C/I

C.8 Reserved.

C.9 VEHICLE WEIGHT MANAGEMENT

C.9.1. The Contractor shall weigh one vehicle as produced in its "as produced" configuration, excluding Basic Issue Items (BII). The Contractor shall maintain a record of that weight. The record shall include the amount of fuel in each cell as indicated on the fuel

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gauge and list "ship short" items.

C.9.2. Notification of weighing shall be provided to the Government in sufficient time to allow a LATP Quality Assurance Government representative to be present.

C.10 PULL TEST, RUBBER BONDING

C.10.1. Certain installation drawings call out a pull test on rubber bonded items during assembly operations. These tests will not be made due to the destructive nature of the test. In lieu thereof, a laboratory test coupon/specimen will be utilized for each lot of adhesive received to test the application of the adhesive.

C.11 PASSIVATION SPECIFICATION

C.11.1. The substitution of Passivation Specification ASTM-A380 or ASTM-A967 for AMS-QQ-P-35, for passivation of corrosion resistant steel, is authorized on an as required basis.

C.12. WELDING AND BRAZING

C.12.1. Welding of armor steel shall be performed in accordance with Specification SD-X12140 or MIL-STD-1941 and applicable weld procedures. Suggested welding techniques not described as mandatory in the specification/welding procedures shall be considered optional.

C.12.2. Repair of welds for defects on armor steel plate shall be performed per SD-X12140 and for Class C defects on armor steel castings per Appendix B MIL-A-11356, SD-X12140 and applicable welding procedures.

C.12.3. Repair of vendor weldments on ferrous and non-ferrous metals shall be performed per applicable specifications or Contractor's approved repair procedures.

C.12.4. Welding Wrought Aluminum Armor shall be performed per Specification MIL-STD-1946 or, applicable, MIL-W-45206.

C.12.5. In the interest of eliminating redundant welding qualifications and/or procedure approvals for contractor personnel or suppliers, the Contractor is authorized to waive qualifications and /or procedures approvals otherwise required under this contract if its personnel or suppliers have been qualified or have procedure approvals under other DOD or Government approved welding specifications that meet or exceed the requirements under this contract. Qualified suppliers are those suppliers that have successfully passed Quality or First Article Testing under this Delivery Order or another Government contract where there has not been a break in production. If a supplier is performing to an equivalent or higher quality specification than that called out in this Delivery Order the contractor is authorized to waive the lower quality specification.

C.12.6. The contractor shall be responsible for all welding process approvals (procedures, samples, etc.) in accordance with the Contractor's approved Quality Program.

C.12.7. With regard to all welding specifications, visual weld inspection shall be performed in accordance with SD-X12140D.

C.12.8. Welding procedures that require Government approval by the applicable specification shall be approved instead by the Contractor.

C.12.9. Soldering shall be in accordance with either MIL-STD-2000A, TACOM soldering process specification 11655194, ANSI/J-STD-001A or other commercial soldering standards with the contractors approval.

C.12.10. With regard to all welding specifications and standards, the following statement applies:

If joint configuration, weld process, and materials have not changed then previously submitted and accepted ballistic test samples, workmanship specimens, and welder qualifications under the applicable qualification requirements of welding specifications SD-X12140, MIL-STD-1261 and MIL-W-45206 are applicable.

C.13. SCOPE OF WORK - Production of 16th, 17th, & 18th Year Vehicles

C.13.1 M1A2 Inductions AT ANAD

C.13.1.1. ANAD will receive vehicles in as-is, but complete condition, remove turrets & disassemble hulls and turrets, clean, and evaluate inducted vehicles for any missing items which are required for refurbishment or upgrade. The Government will be responsible for providing any needed missing items. ANAD will inspect inducted vehicles and utilize established safety and environmental protection procedures. The contractor shall ship components (Attachment 004) for refurbishment to the reclaim sites described in the contractor's GDLS 16th, 17th and 18th year parts listing workshare document and ANAD will refurbish the turret, hull, cannon, engine, and final drive

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at ANAD and ship the balance of the components. The GDLS/ANAD workshare agreements, in accordance with the Contractor's letters MPA 03-1389, 16th Year Retrofit Workshare Plan Rev. D dated 9/26/2003, and MPA 03-1516, 17th Year Initial Release and Revision C 18th Year are incorporated into this contract by reference.

C.13.1.2. The Contractor shall remove, "grind off" the old serial numbers and registration numbers from all SEP Retrofit vehicles.

C.13.2. Disassembly of M1A2s

C.13.2.1 Disassembly: ANAD will disassemble the tank, and ANAD and the Contractor shall disassemble all components in accordance with the intent of accepted Government TMs, DMWRs and/or Contractor procedures.

C.13.2.2 Disposal: The Government will provide disposition instructions for all items removed from vehicles that are determined to be unusable using existing ANAD and Contractor disposal procedures. Packaging, crating, handling and shipping costs will be authorized in accordance with provisions B.4. and B.5. The Government will provide any required specialty containers required for such shipments. The Contractor shall dispose of scrap material IAW the applicable manufacturing operation/instruction sheet(s).

C.13.3 Refurbishment and Re-use.

C.13.3.1 ANAD will disassemble the vehicles and will remove all components, except for armor. ANAD and the Contractor shall disassemble components deemed reusable and shall clean, paint, modify as necessary, reassemble, inspect, and reinstall them. The components that ANAD will refurbish are indicated in the contractor's LATP 16th, 17th and 18th year parts workshare listing document by "ANAD" in the "Reclaim Site" column.

C.13.3.2 ANAD will transport refurbished components that it has refurbished to LATP while GDAO will transport other components (Attachment 004) requiring upgrade by the Contractor and its suppliers back to the appropriate facility. ANAD will inspect and refurbish the gun tubes on all inducted vehicles.

C.13.4 Assembly of Production SEP/CEEP Vehicles at LATP

C.13.4.1. The Contractor shall assemble GFM components ("use-as-is (i.e., reclaimed-in-assembly) and refurbished) received from ANAD, contractor furnished material, both new and refurbished and Government Furnished Material (GFM), both new and refurbished, to upgrade the inducted M1A2 tank into a like new M1A2 SEP/CEEP tank.

C.13.4.2 The Contractor shall also prep and load shipments of completed M1A2 SEP/CEEP tanks.

C.13.5. Government Furnished Material:

C.13.5.1 GFM for the 16th, 17th and 18th year vehicles is listed on Attachment 001.

C.13.5.2 GFM Germanium Windows. The Government shall provide used Germanium windows to the Contractor for use in manufacture of M1A2 Retrofit SEP/CEEP tank Germanium Windows Retrofit. The quantities to be provided are 1.2 reclaimable Germanium windows for each deliverable vehicle or a total of 78 each germanium windows for 65 each deliverable vehicles, part number: 12466940 recovered from M1 tanks. If any additional Germanium is needed to complete the Contract, the contractor may request additional GFM Germanium Windows to fill the shortage.

C.13.6 Parts Support

C.13.6.1 The contractor shall furnish all material (not provided by ANAD and GFM) required by ANAD in accordance with ANAD's required delivery dates necessary to refurbish its pieces and components including those identified 'drop out' quantities on refurbished components. Part requirements will be defined through the list of materials to be procured for Anniston Army Depot as referenced in Bills of Material 16th Year ANAD DROPOUT_Rev N, dated 3/24/04 and TBD for 17th & 18th Years ANAD Dropouts. However, the Contractor is not required to provide any material for ANAD to either refurbish or replace GFM components, the cannon, and the main gun mount assembly. ANAD shall, by thirty (30) days after contract award, provide the Contractor a mutually agreeable delivery schedule identifying what parts will be required and when the parts will be required. Parts procured under this contract and provided to ANAD shall be used on this program only. The Contractor agrees to cooperate with Anniston Army Depot to purchase and provide the list of materials to meet the ANAD schedule.

C.13.6.2 In the event that any material the Contractor requires is no longer being produced by any of GDLS' subcontractors or is otherwise not available within allowable lead times, the Contractor is authorized to purchase this material from the Government Supply System subject to the Item Managers approval.

C.13.6.2.1 Anniston Manufacturing Responsibility. For production of these vehicles, Anniston Army Depot will provide the following GFM:

Part Number	Item
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12528312	Bore Evacuator
12529685	Handle
12529532	Cap, Contact
12529570	Contact Pin Assembly

C.13.6.3. In the event that any material provided to the Contractor by the Government is found to be unusable, it is Government's responsibility to replace / repair the unusable component.

C.13.6.4. The contractor is authorized to ship parts to and from ANAD under this and any other of the Delivery Orders under DAAE07-01-G-N001 in a single shipment.

C.13.7 Inventory Control System (ICS) at ANAD

C.13.7.1 The contractor shall implement an Inventory Control System at ANAD for the material provided to ANAD by the contractor. The ICS shall be responsible for the receipt of material, storage, warehousing in a Government provided building and shall track the pick issued material and distribution to ANAD.

C.13.7.2 The contractor shall complete his implementation of the ICS within 4 months of the Government provided building being provided at ANAD. The contractor is responsible for facilitizing the Government provided building.

C.13.8 The contractor shall provide and operate a kitting and shipping system at ANAD using the two Government provided buildings. This system will be equipped to handle Code A and Code F incoming and out going material.

C.13.8.1 The contractor shall receive Code A material from ANAD. The contractor shall inventory it, store it, kit it, and ship it to LATP based on the LATP kit need schedule that the contractor produces.

C.13.8.2 The contractor shall receive Code F material from ANAD. The contractor shall ship it to the necessary vendors for repair. The vendors will ship it to LATP.

C.13.8.3. Cannons will be shipped by the contractor to LATP when a shipment of four (4) each is ready. The contractor shall not house these items. The cannons will stay in the respective shop until four (4) each are ready for shipment.

C.14 Pollution Prevention Plan and Environmental Requirements

C.14.1. The contractor's activities under this contract shall be in accordance with the Contractor's approved Pollution Prevention Plan, which is incorporated into this contract by reference.

C.15 Contract Data Requirements

The Contractor shall prepare technical data and financial reports in the format and scope specified and furnished with the Contract Data Requirements List, DD Form 1423 (Exhibit A). This information shall be furnished in accordance with the requirements, quantities and schedules set forth in the Electronic Contract Data Requirement List. All data, including ECARDS data, is to be submitted electronically to the Government, reference FAR 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999, unless specifically directed otherwise in the data item.

C.16 First Article Test (FAT) Requirements

C.16.1 The Contractor has included in his ceiling price FAT costs for Transmission, ELRF, GAS, and GTR. The contractor shall perform control tests on the Gunner's Auxiliary Sight and the Gun Trunnion Resolver and a non destructive tailored FAT on the Transmission (Endurance of 150 hours) for the basic quantity of 65 vehicles. For the option quantity of 64 vehicles the contractor shall perform a control test on the Eyesafe Laser Rangefinder.

C.17 Reserved.

C.18 SOFTWARE LICENSING

C.18.1 The contractor shall be responsible for acquiring Production Software Licensing and any ancillary support equipment for all Abrams vehicles under this contract. The Government shall be given Government Purpose rights. The term ancillary support equipment includes, but is not limited to, training equipment, test equipment, and software loader/verifiers. Licenses to be purchased from BAE System, Seaweed, and Radstone.

C.19 DEPROCESSING/TOTAL PACKAGE FIELDING

C.19.1. The contractor shall assist the USG as contractually required in the preparation, coordination, revision, approval, and implementation of a New Materiel Introductory Briefing (NMIB), Material Fielding Plan (MFP), Material Fielding Agreement (MFA) and

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Detailed Fielding Agreement (DFA), Material Requirements List (MRL) scrub, a site survey, and during fielding coordination. The Memorandum of Notification (MON) will be prepared by the USG and the USG will provide a Fielding Schedule. The USG is responsible for negotiations should the proposed sites be unacceptable. Obtaining facilities for deprocessing and fielding will be the responsibility of the USG.

C.19.2 The contractor shall obtain document numbers from the PM Combat Systems document register for each package as required.

C.19.3 TPF Items. The contractor shall provide at time of hand-off all Total Package Fielding (TPF) items to include: Authorized Stockage List (ASL), Prescribed Load List (PLL) items (Attachment 007) (Note Attachment 007 will be updated by definitization. The items listed in the attachment represent the present, non-CEEP SEP Tank production configuration. If the 3rd ACR configuration has a new version of these items (e.g., CEEP, Block I Improvement to the FLIR), the contractor shall provide the new version of the item in the quantities specified.), Technical Manuals, Components of End Item (COEI) (Attachment 008), and the End Item. If material is no longer available from a vendor or is not available within the required leadtimes, the contractor may, subject to the conditions in C.13.6.2 and H.19, buy items for the above from the USG supply system. The Government will provide STTE (identified in Attachment 009), which the contractor will include in the TPF package.

C.19.4 The contractor shall assemble TPF items prior to issue. The contractor shall notify the Basic Issue Items (BII) Refurbishment Program at Camp Shelby, MS of the date BII is required at the fielding site and the quantity required.

C.19.5 The contractor shall establish and maintain all information, documents, associated reports and/or automated databases relative to the TPF process for the duration of the contract. The contractor shall obtain requisition status from the Logistics Information Data Base (LIDB)

C.19.6 If the contractor elects to order from the Government supply system, he shall submit A0A transactions to the wholesale supply system through DAMES to initiate requisitions for the materiel from government sources. The contractor shall monitor TPF package buildup and shall provide the USG access to TPF status reports.

C.19.7 The contractor shall update their TPF package database and generate Weapon System Package Hand Receipts to support Unit Set Fielding. The contractor shall prepare a call forward letter for the TPF package in advance of the required delivery date (RDD).

C.19.8 Reserved.

C.19.9 Reserved.

C.19.10 TPF material will undergo a joint inventory and inspection for count and condition during the hand off. Discrepancies will be noted on the applicable USG forms. The contractor shall generate the appropriate Customer Documentation Package to transfer equipment accountability to the gaining unit and close out the supply systems transactions. The contractor shall assist the gaining unit with the processing of the Customer Documentation Package.

C.19.11 The contractor shall occupy and establish operations at the fielding site to receive tanks and begin the deprocessing of those tanks. The contractor shall be responsible for the off-loading of all tanks arriving at the fielding site in a timely manner so as to avoid demurrage charges. The contractor is responsible for the movement of the tanks from the site of receipt to the deprocessing site.

C.19.12 Final Inspection Prior to Issue. The contractor shall download software 4.0.1, deprocess vehicles and make them ready for issue. A final Quality Assurance (QA) inspection shall be conducted by the contractor and witnessed by the Government within a week before issue of the vehicle to insure that the vehicle continues to meet the inspection criteria of the SEP Deprocessing Checklist (Attachment 012) and is able to be issued in that condition. All vehicle subsystems, communications, shall be checked out and determined to be fully operational during deprocessing and final QA. The contractor shall support an S/IC3 Connectivity check to be performed by unit personnel on M1A2 SEP tanks to include an Upper Tier (Battalion to Company Commander level). The contractor shall clean all vehicles, both inside and out, prior to issue of the vehicle. No earlier than 30 days prior to issue, the contractor shall conduct borescope, recoil exercise, bore sight, and plumb and synchronization of the gun tube as well as Army Oil Analysis Program sampling. Documentation of these checksshall be recorded and maintained onDA Form 2408-4 (Weapons Record Data Card) and DA Form 2026 (Oil Analysis Request) in the vehicle equipment record folder for presentation to the gaining unit on the day of issue. The basis of final Government acceptance of the vehicle via DD 250 shall include accomplishing all of the above tasks.

C.19.13 The contractor shall issue tanks in squadron sets with company sized sets of vehicles issued consecutively. BII, Operator's Manuals, STTE and PLL for the receiving unit shall be issued on the same day as tanks are issued.

C.19.14 BII. The contractor and the assigned tank crew will conduct a joint inventory of each BII box for accountability and serviceability. The contractor shall provide previously prepared Hand Receipts for the tank crews and unit supply personnel to conduct the joint inventory. The contractor shall fill out a Report Of Discrepancy (ROD) to Rock Island Arsenal (RIA) for M1A2 SEP BII shortages/unserviceables.

C.19.15 Parts Support Through TT VIII Training. The contractor shall provide all repair parts and the labor to install those parts through the day of tank issue. The contractor shall continue to provide repair parts only for items which fail as a result of normal

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wear and tear through the completion of Tank Table VIII (TT VIII). The contractor shall also repair components at the fielding site through the use of a DSESTS to be provided by the USG. The contractor shall conduct a joint closeout DA 2404/5988E upon completion of TTVIII for the M1A2 SEP tank. This close out documentation will establish any final parts owed the unit based on quantities of parts consumed during the fielding process.

C.19.16 The contractor shall develop and maintain a matrix detailing configuration of each tank and as that configuration changes due to MWOs, etc. through hand-off.

C.19.17 The contractor shall maintain working areas and issue yards IAW post, Camp and Station Regulations. The contractor shall also segregate and turn-in all recyclable trash. The contractor shall also process and turn-in unserviceable and/or obsolete CL IX repair parts.

C.20 Reserved.

C.21 Storage

C.21.1 Storage: M1A2 SEP/CEEP Tanks delivered under this contract may require storage prior to hand-off per the fielding/delivery schedule in Section F. The contractor may store tanks at LATP. If any GFM used during the storage of AIM vehicle is still available, the contractor is authorized to use this GFM.

C.21.2 The contractor shall protect, maintain, and preserve any tanks in storage in order to insure that they are available and suitable for hand-off per the fielding schedule.

C.22 Data for Contractor Changes and Corrections. (Note: this section will be replaced at definitization by a mutually agreeable specific statement of work and a full Contract Data Requirements List).

C.22.1 The contractor shall provide under this contract the data documenting all contractor changes and corrections generated under this production contract, whether hardware or software, that would be required if these changes were Government-directed ECPs under STS Contract DAAE07-01-C-N075. All data delivered shall accurately depict and reflect the change and shall meet the applicable requirements of Contract 01-C-N075.

C.22.2 The data required to document a change will depend on the nature of the change and may include but not be limited to the following:

- C.22.2.1 Engineering Data.
 - a. Drawings;
 - b. Specifications.

The contractor shall deliver engineering data in place in the contractors ECARD system, to which the Government shall have access. All drawings prepared under this contract shall be adequate for competitive acquisition. The contractor shall provide all the work necessary to incorporate the changes into the drawing package.

- C.22.2.2 Quality Assurance
 - a. Quality Assurance Provisions (QAPs)/Requirements (QARs);
 - b. Inspection Method Control Sheets (IMC);
 - c. Final Inspection Record (FIR) Revisions;
 - d. Item Modification Inspection Requirements;
 - e. QAPs and QAPs for Depot Maintenance Requirements (DMWRs)
 - f. Quality Assurance Inspection Equipment (QAIE) design, instructions and software.

The contractor shall deliver Quality Assurance data in place in the contractors ECARDS system, to which the Government shall have access.

C.22.2.3 Software Documentation.

The contractor shall prepare and deliver in ECARDS the software documentation required by the Software Development Plan approved by the Government under STS Contract 01-C-N075.

C.22.2.4 Logistics Data.

The contractor shall prepare and deliver logistics data as required by STS Contract 01-C-N075.

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- a. Logistics Support Analysis Record (LSAR);
- b. Maintenance Allocation Chart;
- c. Provisioning Data;
- d. Packaging Data;
- e. Training Materials and Equipment; and
- f. Technical Manuals.

C.22.3 Delivery Schedule. The contractor shall complete and deliver all data documenting a contractor change generated under this contract not later than the hand-off date of the first squadron whose configuration contains the change.

All Terms and Conditions specific to Section C of the Basic Order Agreement (DAAE07-01-G-N001) are incorporated by reference into this Delivery Order DAAE07-01-G-N001/0010.

*** END OF NARRATIVE C 002 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
SPECIAL PROVISIONS

H.1. DEMILITARIZATION OF ITEMS

H.1.1. The Government shall provide demilitarization instructions as required.

H.2. SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) 252.219-7003 (APR 1996)

H.2.1. In furtherance of the Government's policy of promoting the development of small disadvantaged business enterprises, the contractor agrees to award subcontracts to such enterprises, as they are defined in the referenced clause to the maximum practicable extent consistent with efficient contract performance.

H.2.2. The Contractor's Small Business Subcontracting Plan, P-1294-R2, dated May 3, 2004 and incorporated into the Contract by reference.

H.3. CONTRACT - ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the specifications);
- (b) representations and other instructions;
- (c) contract clauses;
- (d) other documents, exhibits, and attachments; and
- (e) the specifications.

The specifications include the ERR.

Among the specifications, the following is the order of precedence for the Retrofit M1A2 SEP/CEEP specifications contained in C.2.

- 1. Any Interface Control Document referenced in the System Specification and Provision C.2.7.;
- 2. System Specification;
- 3. Prime Item Product Fabrication;
- 4. LRU Specifications listed in Attachment 003
- 5. The ERR/Technical Specifications; and
- 6. Other specifications.

H.4 Progress Payments FAR 52.232-16 (APR 2003) (ALT II APR 2003)

H.5. SYSTEMIC WARRANTY

H.5.1. Definitions:

H.5.1.1. Acceptance" is execution by an authorized Government Representative of a DOD Form 250 and means the act by which the Government assumes, for itself or as an agent of another, ownership of the identified supplies or recognizes completion of total performance specified in the Order.

H.5.1.2. Supplies" are all new and refurbished SEP hardware, all M1A2 hardware upgraded to the M1A2 SEP configuration, the installation and assembly of the foregoing hardware into M1A2 SEP Retrofit Tanks, and all software. The contractor is responsible for any defect or non-compliance with the essential performance requirements (see H.5.1.5) that is caused by these supplies except as limited by Provision H.5.9.3. The warranty rights and responsibilities of the Government and the contractor for the M1A2 hardware re-used without modification are set forth in DAAE07-01-G-N001/0003 and remain unchanged.

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H.5.1.3. Vehicle" is the Abrams Series Tank delivered with new or upgraded LRUs and SRUs under this Delivery Order.

H.5.1.4. Failure" is any condition or characteristic in any supplies furnished under the Order that is not in compliance with the requirements of the Order and authorized maintenance documentation.

H.5.1.5. Essential Performance Requirement" is defined as delivered vehicles under warranty meeting the requirements in C.2. (see C.2.6 for GPM converted to CFM), and C.3. of the order.

H.5.1.6. "Design and Manufacturing Requirements" are defined as those structural and engineering plans and manufacturing particulars, including precise measurements, tolerances, materials and finished product tests for the system being produced, as identified in H.5.1.5. above.

H.5.1.7. A "Warranted Design Item" is defined as an item of "supplies" in H.5.1.2., which:

a) is introduced into the baseline configuration by a unilateral decision of the Contractor; or

b) is introduced into the baseline configuration by a change to design, manufacturing, or software requirements embodied in an executed contract change order to the baseline configuration and which has satisfactorily completed the appropriate development and planned tests, as mutually agreed upon, by cognizant Contractor and Government technical personnel.

H.5.1.8. Defects" are defined as:

a) Any condition or characteristic in "supplies" that is not in compliance with the requirements of the Prime Item Product Fabrication Specification, Tank, Combat, as defined in Section C.2.

b) "Defects" under the System Specification defined in Section C.2. are defined as specification non-compliance(s).

c) During this Order, a system level test may result in achievement of a characteristic which i.) was previously untested or ii.) confirms the correction to a known prior non-compliance. If any Warranted Design Item change is introduced subsequent to such test and the change degrades the newly demonstrated compliance, then the degradation will constitute a defect under this clause. This requirement will be applicable on a prospective basis.

H.5.1.9. Reserved.

H.5.1.10. Redesign" is defined as the remedy applicable to correct defective warranted design items when workmanship and material and manufacturing non-conformance have been eliminated as the cause of the failure or defect. "Redesign" applies to systemic defects only.

H.5.1.11. Systemic Defect" is a classification of failures which occurs, or may occur, with a frequency, pattern, or sameness to indicate a logical regularity of occurrence which exceeds expected failures and would justify multiple vehicle corrective action.

H.5.1.12. A "Production Lot" for this Order is the tanks produced under a CLIN of this Delivery Order.

H.5.1.13. Appropriate development and planned tests," as it is used in H.5.1.7, is defined as development together with verification testing that is commensurate with the complexity of the subject change as mutually agreed between the parties. Verification testing may include component, subsystem, system and vehicle level testing, incorporating environmental, EMI, EMC, NBC and Nuclear Testing and any necessary vehicle level verification to include confirmation to the Prime Item Product Fabrication Specification, the System Specification, testing in accordance with the FIR and funded by the Government under the current STS contract. Software verification testing may include CSU Test, Integration Test, CSCI Test, Vetronic System Test, Quality Assurance Vehicle Test, Prime Item FIR Vehicle Test (at Lima Army Tank Plant), as well as Government Testing including User-conducted "Beta" testing. In the event that the Government fails to conduct any of the agreed upon testing the parties agree that any characteristic not tested shall not be warranted until such time as the Government funds and the Contractor successfully completes testing on that characteristic as defined in the appropriate test plan.

H.5.2. Coverage:

H.5.2.1. Notwithstanding inspection and acceptance by the Government of supplies furnished under this Order or any clause of this Order concerning the conclusiveness thereof, the Contractor warrants for the periods set forth herein that all supplies provided under this Order:

a. Will be free from all defects in material and workmanship at the time of delivery that would cause the warranted items to fail to meet the requirements of this Order.

b. Will conform to the design and manufacturing requirements set forth in Section C of this Order; and

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c. Will meet the essential performance requirements identified in Paragraph H.5.1.5. above.

H.5.2.2. The Contractor shall, to the extent the Contractor's suppliers customarily provide to customers a Greater Warranty covering specific supplies, provide such greater warranty as available for those specific components. The contractor is identifying such supplies and warranty terms under the Contractor/Government TAPS Contract.

H.5.3. Contractor Liability: The Contractor's maximum liability under this entire clause H.5 for the cumulative corrective action taken on supplies delivered under each CLIN shall be limited to the ceiling prices given below.

CLIN 0001: \$ TBD

H.5.4. WARRANTY FOR SYSTEMIC DEFECTS:

H.5.4.1. MATERIAL REPAIR/REWORK/REPLACEMENT: In the event the Government determines that a systemic defect exists in the warranted vehicles delivered under this contract, and such defect is determined to be the result of a breach of any of the warranties set forth in paragraph H.5.2 above, then the Contractor shall be liable for timely correction of such systemic defect(s) by repair, rework or replacement of the defective supplies. The Government shall provide reasonable evidence in support of each claim of systemic defect, and where necessary evidence of adequate testing of the warranted design items, to establish the nature of the defect at Government expense. Government expense shall include payment to the Contractor for locating and identifying any failed components in tanks which have been unconditionally accepted by the Government, when so directed to do so by the Contracting Officer.

H.5.4.2. REDESIGN: In addition to the remedy set forth in paragraph H.5.4.1. above, if such a systemic defect exists in a warranted design item, the Contractor shall be liable for redesign of such defective item including any testing required to validate/qualify the proposed redesign, any other effort normally associated with an ECP, provide the redesigned item for vehicles delivered with the defective item and incorporation of the redesign into remaining vehicles to be manufactured under this contract, at no increase in cost to the Government.

H.5.4.3. NOTICE OF A CLAIM: Any claim for correction of a systemic defect, including redesign effort, shall be invoked by the Contracting Officer giving notice to the Contractor within forty-five (45) days after the conditions evidencing systemic defect as set forth in this clause have been provided to the Contracting Officer. The Contractor shall have no liability under this warranty unless such notice is received within forty-five (45) days after completion of the applicable warranty period for systemic defects relating to workmanship and material, design and manufacturing requirements, essential performance requirements or warranted design items. Similarly, the Contractor shall have no liability for System Specification non-compliance unless the Contracting Officer documents with the notice of claim that the noncompliance was a defect as defined in H.5.1.8. The Contracting Officer's notification to the Contractor will include the applicable equipment serial number or the part number or the Federal Stock Number of the defective part, location of equipment to the best of the Government's knowledge, the circumstances surrounding the defect(s), evidence of adequate testing including appropriate test reports if not in the Contractor's possession for warranted design claims, and a point of contact to include phone number. The Government shall provide the Contractor at its request, all reasonably available test data related to a test report(s) provided in a claim, if the data is not included in the report(s).

H.5.4.4. The Contractor shall submit to the Contracting Officer a written reasonable recommended redesign plan or corrective action plan within forty-five (45) days, or such other period as may be mutually agreed, after receipt of the Contracting Officer's notice in accordance with H.5.4.3. The Contracting Officer shall, within thirty (30) days after receipt of the Contractor's redesign plan or corrective action plan, either accept or reject the plan. If the Government accepts the plan, the Contractor will proceed with the redesign effort or corrective action at the Contractor's expense. If the Contractor's recommended plan is determined to be inadequate, the Contractor shall be informed of the extent of the inadequacies and shall submit a revised recommendation within thirty (30) days after receipt of such information.

H.5.4.5. The Contractor upon receipt of a warranty claim will provide in the Contractor's format, the Government with warranty tracking data pertaining to the claim to the extent such data may be available in the Contractor's system.

H.5.4.6. If the initial and/or revised recommended redesign is reasonable and can be demonstrated to correct the systemic defect, but the Government directs an alternative design to be implemented, the Contractor shall be entitled to an equitable adjustment for any increased cost to the Contractor caused by implementing the Government's redesign rather than the Contractor's recommended design. In such an event, the Contractor shall have no continuing warranty obligation with respect to the Government directed redesign.

H.5.4.7. Where the Government funded tests for a warranted design item are not satisfactorily completed until after incorporation of the design change into the delivery order, warranty coverage shall commence when items incorporating the design change are initially incorporated into supplies, except that when the item configuration has been further changed as a result of test problems, warranty coverage shall commence when the item containing the configuration that satisfactorily completed the Government funded tests was initially incorporated into supplies.

H.5.5. WARRANTY PERIOD:

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H.5.5.1. The warranty for material and workmanship for Systemic Defects shall extend from the date of acceptance of the retrofitted M1A2 SEP/CEEP vehicle at destination for a period of twelve (12) months. If the contractor receives notice of a valid material or workmanship defect within this warranty period, the contractor shall correct such defect in all tanks in which it occurs within the unbroken production lot of the tank upon which notice was given. For this warranty clause, a production lot consists of all vehicles delivered in a squadron.

H.5.5.2. The Contractor's responsibility for redesign of warranted design items delivered under this Order shall continue for a twenty-four (24) month period following first delivery of the component, part, or system software in a warranted vehicle.

H.5.6. RIGHT TO EQUITABLE ADJUSTMENT:

H.5.6.1. If, upon determination of a warranty claim as provided under H.5.4, the Government elects to repair the warranted items at Government expense, or if the Government elects not to require redesign, repair or replacement of defective or non-conforming warranted supplies to which it is otherwise entitled at Contractor expense under this warranty, the Order shall be subject to a downward equitable adjustment.

H.5.6.2. The amount of the equitable adjustment for repair/replacement of warranted supplies shall be the lower of the replacement cost or the agreed upon repair cost to the Contractor. The replacement cost shall be the amount originally charged to the Government in the Contractor's Bill of Material for the defective supplies plus Contractor mark-ups and profit (Component's price not cost). The Contractor shall forward payment quarterly for all warranty claims by the Government for money reimbursement, which were resolved during the previous quarter. Payment shall be sent to the Abrams PM Office, Plans and Program Branch (SFAE-ASM-AB-PP) with checks made out to "THE TREASURER OF THE UNITED STATES (SFAE-ASM-AB-PP)", with a list identifying the user's warranty claim number, date of the claim, amount of each, and Order number under which each claim arose. A copy of the list marked with the identifying check number shall be provided to the Contracting Officer concurrent with payment. The Order will be equitably adjusted in an amount equal to the payment.

H.5.7. Field Maintenance Responsibility and Liability:

H.5.7.1. Maintenance performed by Government personnel in accordance with published maintenance procedures, shall not void any coverage under this warranty and shall be at Government expense, including parts and labor.

H.5.7.2. There will be no voiding of warranty for use by the Government of MIL Spec Parts unless it can be determined that failure is caused thereby.

H.5.8. Exclusions: The provisions of this warranty shall not apply to any warranted supplies if failure has been caused by:

- a. Improper installation or maintenance by the Government.
- b. Operation contrary to the validated and verified Technical Manuals (TMs), design operating parameters, or other written instructions provided to and approved by the Government in such a way as to be a principal cause of the failure.
- c. Repair or alteration by the Government in such a way as to cause the failure.
- d. Misuse, neglect, or accident, including, but not limited to, fire or explosion.
- e. Participation in a combat mission or having sustained combat damage from a combat mission.
- f. Operation outside the specific installation and operating limits specified in Prime Item Product Fabrication Specification or System Specification operating parameters in such a way as to be a principal cause of the failure.
- g. Foreign object damage.
- h. Installation or operation in other than its intended use.
- i. Force Majeure, subversion, riots, vandalism, or sabotage, or fire or explosion induced by or originating from sources external to the warranty items.
- j. Damage attributable to improper packaging, crating, handling, or storage by the Government to the extent of said damage.

H.5.9. Disclaimers and Limitations:

H.5.9.1. Disputes arising under this Order shall be resolved in accordance with the clause of this Order entitled "Disputes."

H.5.9.2. This warranty is the only warranty applicable to the supplies delivered hereunder and is expressed in lieu of all other guarantees or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

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Additionally, the Contractor shall not be liable for consequential damages resulting from a failure under this clause of supplies delivered hereunder.

H.5.9.3. With respect to Government-Furnished Materials (GFM), the Contractor's warranty including its warranty with respect to design shall extend only to proper installation in accordance with the TDP so as not to degrade its performance and/or reliability, unless the Contractor is required to perform modification or authorized repair on such property, in which case the Contractor's warranty shall extend to such modification or authorized repair.

H.5.9.4. Unless specifically provided under this contract, this warranty is non-transferable to other than the intended user of the vehicles.

H.5.9.5. The rights and remedies of the Government provided in this clause:

a. Shall not be affected in any way by any terms and conditions of this Order concerning the conclusiveness of inspection and acceptance.

b. Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this Order including, but not limited to, initial acceptance test criteria.

H.5.9.6. Individual claims where the total amount of systemic defect hardware replacement/repair prices are less than \$75,000 each will not be covered by this clause.

H.5.9.7. The Contractor shall not be liable for warranty claims if it is determined that the failed part(s) was provided by any source other than the Contractor.

H.5.9.8. The Government will provide the Contractor with reimbursement for reasonable and necessary expenses incurred for analysis, inspection and testing of alleged systemic defects where no failure is determined to have occurred and the warranty claim was asserted without reasonable cause.

H.5.9.9. The Government shall bear the costs and liability for transportation resulting from actions under this clause.

H.5.10. Bar Coding: If the Contractor elects to bar code parts or components, information collected pursuant to the Bar Coding system shall be made available to the Government upon request.

H.5.11. OTHER: The parties agree that the Order as awarded includes no direct cost for administration or contingent costs related to this warranty. The parties further agree that the Prime Contractor's own direct administrative or contingent costs related to warranty shall not be recoverable under any equitable adjustment made pursuant to the Changes clause of this contract.

H.6. MATERIAL COST

H.6.1 Obsolescence Responsibility.

H.6.1.1 With the exception of GFM, the contractor is responsible for providing all hardware for vehicles on contract. This responsibility includes microcircuits and other electronic components that are susceptible to going out of production.

H.6.2. To assure conformance to the nuclear hardness requirement of SA-S00001C, the Contractor may use electronic material that is certified as being nuclear hard to the appropriate levels. Semiconductors and higher assemblies procured from the Radiation Tolerant Assurance Source of Supply Center (RTASSC) are considered certified, to the levels and conditions specified on the corresponding White Sands Standard Drawings (WSDs). Additionally, a nuclear hardness Letter of Certification (LOC) from the RTASSC for higher assemblies will meet this material requirement. The use of source controlled drawings to ensure nuclear hardness requirements are met is no longer required. The Contractor is not responsible for the nuclear hardness of electronic material procured using WSDs and LOCs from RTASSC, to the extent and under the conditions provided by the WSDs and LOCs. For semiconductors microcircuit and higher assemblies procured from other than RTASSC, the Contractor is responsible for meeting the nuclear hardness requirements of the System Specification to the extent previously demonstrated in Government testing.

H.7. COMMINGLING OF MATERIAL

H.7.1. The Contractor and its subcontractors are authorized to commingle material produced, purchased, or otherwise furnished by the Contractor under this Delivery Order, as well as Shop Replaceable Units (SRU's) and Line Replaceable Units (LRU), and other materials provided by the Government, except for the material described in H.7.2 below. For the purpose of this provision, the same part manufactured to different revision levels may be commingled, except as described in H.7.2. below and where parts are specifically designated as obsolete by TDP revision.

H.7.2. Parts and Components which may not be commingled are:

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H.7.2.1. Engine. The Contractor will have received as GFM three types of engines: PROSE Abrams engines, SLE Abrams engines, and Egyptian Engines (for kitting).

- a. PROSE engines only go into SEP, Wolverine, and A2 to SEP A2 retro-fit vehicles.
- b. SLE engines only go into AIM vehicles.
- c. Egyptian engines only go into kits for shipment to Egypt.

H.7.2.2. Transmissions. The Contractor will have four transmission types as listed below. M1A1 Transmissions, M1A2 which are the same as the M1A1 transmission except they have a valve body change incorporated and Egyptian transmissions (M1A1).

- a. SEP M1A2 and M1A2 to SEP transmissions. These are SEP M1A2 transmissions with the valve body and go into Delivery Order 0009 SEP-Retrofit Vehicles.
- b. SEP/CEEP transmissions. These are contractor-furnished M1A2 SEP/CEEP transmissions only go into Delivery Order 0010s M1A2 SEP/CEEP Retrofit Vehicles.
- c. AIM transmissions. These are M1A1 transmissions without the valve body.
- d. Egyptian transmissions.

H.7.2.3. Cannon Assemblies. These can be either new or reclaimed. These cannot be mixed.

- a. AIM, A2 to SEP A2 Retro-fit use reclaimed cannon assemblies.
- b. SEP and GOE use new 120mm cannon assemblies.

H.8. M1A2 SEP ABRAMS RETROFIT TANK (M1A2 SEP/CEEP) PROGRAM CLOSE-DOWN

H.8.1. The Delivery Order prices do not include any direct costs associated with the close-down of the M1A2 SEP/CEEP vehicle program.

H.8.2. The Contractor's close-down actions not in the vehicle prices, based on Part 45 of the Federal Acquisition Regulations, are:

- a. Preparation of machines for shipment.
- b. Preparing final inventories, boxing and identifying special tooling, test equipment, fixtures and gages required to process parts assigned to various pieces of equipment.
- c. Boxing and protecting any special controllers, etc., that are required for machines.
- d. Layaway and ninety (90) day in-place maintenance of Government production and research property.
- e. Update of all property records for Government production and research property.
- f. Maintenance of real property from the last production delivery through 31 December 2004.

H.9. Transfer of Out of Production Material into Delivery Order DAAE07-01-G-N001/0010

H.9.1. The Government has acquired Out of Production Material through the Contractor to provide the Government and Contractor material for production and spares. This material was acquired under Contracts DAAE07-00-C-N044 and DAAE07-95-C-0292, and TACOM-Rock Island delivery orders/contracts and managed under DAAE07-01-G-N001/0001.

H.9.2. The contractor's requirements for microcircuits GFM are indicated on Attachment 005 by CLIN and in total. For several of the chips, the Government has already purchased sufficient quantities for all retrofitted tanks. (Quantities purchased are shown in the column titled SEP retrofit LCB Qty; those with sufficient quantities for all retrofitted tanks are indicated by a positive number in the column titled Short/Over.)

H.9.3. For those that don't have a sufficient quantity, the Government plans either to furnish additional GFM or change the contract by incorporating an engineering change with a replacement chip.

H.9.4. The Government has agreed to transfer to this delivery order the material quantities shown in the SEP retrofit LCB Qty column(s) under the conditions below. If, as a result of normal production attrition, the contractor requires additional chips, he may request an addition of up to 5% of the original quantity. The cost of this material will not be transferred from the original contracts. The parties agree that this material is in the possession of the contractor or on order at time of delivery order award.

- a. The Contractor is authorized utilization of material identified in Attachment 005 and shall confirm the transfer of this material from the previous contracts to this delivery order by execution of a DD Form 1149.

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b. Although still Government-owned material, the contractor shall be responsible for meeting the contract requirements as if the material were contractor-furnished. Storage, protection and accountability shall be provided in accordance with the contractor's approved practices.

H.9.5. The Contractor has confirmed that costs associated with transfer of Government provided Out of Production material identified in Attachment 005 have been excluded from the Delivery Order prices and supplier purchase orders. Should the Contractor later find this condition to have changed or to have been reported incorrectly, the Contractor shall report this condition within ten (10) days to the TACOM Contracting Officer.

H.10 SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT

H.10.1. Special Tooling and Special Test Equipment acquired or accountable under Contract DAAE07-95-C-0292 to be used on this contract shall be authorized on a rent free use non-interference basis under contract DAAE07-95-C-0292.

H.11. CONTRACTOR PROVIDED MATERIAL

H.11.1. Pursuant to Clause C.13.6, the unit price of CLIN 0001AA includes the purchase of material to be utilized by Anniston. The cost to remove and replace defective equipment received from Anniston including the packaging, handling and preparation cost for return shipment to Anniston is included under CLIN 0001AA. The Government shall bear the cost to return the damaged and/or defective material to Anniston. There will be no adjustment under this contract for the labor or material. The cost of installation of material identified on Attachment 001 GFM is included in the delivery order price(s) but the removal and/or replacement is separately priced under DGM CLIN TBD.

H.11.2. If tanks are otherwise ready for acceptance and the contractor is missing Government Furnished Material including parts supplied by ANAD, the contractor may elect conditional acceptance of tanks as a remedy. Subject to verification that the conditions of this clause have been met, the Government shall conditionally accept tanks. Conditional acceptance by the Government shall be deemed to release the Government from claims for equitable adjustment for late delivery of Government Furnished Material on any tanks so accepted.

H.12 OPTION FOR INCREASED QUANTITIES

H.12.1 The Government contemplates adding an option quantity of 64 vehicles prior to definitization of this unpriced contractual action. In the event an option quantity is added to this contract, it shall be in writing and executed by both parties as a bilateral modification to this contract. The Government may add these 64 tanks in one increment and with fielding schedule shown in Section F.

H.13 LIMITATION OF GOVERNMENT LIABILITY

H.13.1 Pursuant to FAR 52.216-24 (APR 1984):

H.13.2 In performing this contract, the contractor is not authorized to make expenditures or incur obligations exceeding \$121,756,000.

H.13.3 The maximum amount for which the Government shall be liable if this contract is terminated is \$121,756,000.

H.14 CONTRACT DEFINITIZATION (October 1998) DFAR 252.217-7027

H.14.1 A Firm Fixed Price definitive price is contemplated for the Abrams M1A2 SEP/CEEP Retrofit tanks described in the schedule under CLIN 0001AA. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive price for CLIN 0001AA in the Schedule and the terms of a definitive contract to include 1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the definitive contract, 2) all clauses required by law on the date of execution of the definitive contract, and 3) any other mutually agreeable clauses, terms, and conditions. The contractor agrees to submit a fixed-price proposal and cost or pricing data supporting its proposal for each CLIN in the Schedule.

H.14.2 The schedule for definitizing the unpriced CLINs in the schedule of the Contract is:

Submission of a Qualifying Proposal:	60 Days after award
Completion of Negotiations:	150 Days after award
Completion of Definitization:	180 Days after award

H.14.3 If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph H.14.2 of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

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H.14.3.1 After the Contracting Officer's determination of price or fee, the contract shall be governed by --

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph H.14.3;
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

H.14.3.2 To the extent consistent with subparagraph H.14.3.1 of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

H.15 NOT-TO-EXCEED DEFINITIZATION AMOUNT

H.15.1 The parties agree that the definitized firm fixed price of CLIN 0001 shall not exceed \$214,222,965.

H.16 Manufacturing Analysis and Planning (MAP)

H.16.1 The contract price(s) and deliverable configuration were established based on a known configuration of Government Furnished 16th Year Abrams vehicles. The combined base and option(s) quantity of this procurement exceeds the quantity of Government Furnished 16th Year vehicles available for induction, retrofit and subsequent delivery as M1A2 SEP configured retrofit tanks. The Government has determined that inducted GFM vehicles will be a combination of 16th, 17th and 18th year structures as identified at Attachment 001.

H.16.2 The parties recognize that the contractors trade studies under work directive MAP-15/Contract DAAE07-02-C-0004 for the conversion of 17th and 18th year M1A2s to SEPs may not be completed prior to the award of the option quantities. Any award of option quantities or definitization of any vehicle using 17th and 18th Year inducted M1A2 vehicles is predicated upon the Governments continued funding and the accomplishment of the requisite MAP effort for that years vehicle.

H.17. Escalation Provision for Power & Metals. The contractor has notified the Government of his intent to negotiate an escalation provision for the price of power & metals at time of the definitization of the letter contracts price. The contractor may include a proposed clause in his definitization proposal. Both parties agree, however, that the ceiling price of the letter contract is not subject to any such clause or escalation.

H.18 Performance-Based Payments (PBP). Both parties anticipate negotiating a performance-based-payment plan at definitization of the letter contracts price.

H.19 GOVERNMENT SUPPLY SYSTEM

The contractor is authorized to purchase material from the Government Supply System in accordance with C.13.6 (Supply Support), to obtain certain items that have historically been GFM, and to provide fielding support. The contractor is authorized to purchase material from this supply system provided the item manager concurs. The contractor shall assume complete responsibility for any such item as if he had made it and shall hold the Government harmless as regards the item.

H.20. Material Management Accounting System (MMAS) For Anniston Material

H.20.1 The contractor believes that, even without the Inventory Control System in C.13.7, he is in compliance with DFARS 252.242-7004 for material provided to ANAD. The DCAA has issued an audit on this subject. The parties agree to resolve this issue prior to definitization.

H.21 Transmission Re-opener.

H.21.1 Allison Transmission has conditioned (Allison letter DT:P002-008, dated 16 March 2004)its proposed subcontract price on the subsequent award of the anticipated option (64) in this contract, a contract for a minimum of 125 new X1100 transmissions for Egypt, and a minimum 125 X200 transmission upgrades. The contractor agrees that any adjustment to this letter contracts ceiling price will not exceed \$1.8M in the event any of these contracts is not awarded.

The Terms and Conditions and contract clauses specific to Section H of the Basic Order Agreement (DAAE07-01-G-N001) are incorporated by reference into this Delivery Order DAAE07-01-G-N001/0010 with the exception of the following:

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